DATE:	<u>July 1, 2004</u>
TO:	Municipal Clerk
FROM:	Byron E. Johnson, C.P.M.  Director of Purchasing x 4313
THRU:	Aurora Wells Interim Bid Clerk ext. 4038
Please place JULY 7, 2004	the following item on the <u>CONSENT</u> agenda for the Council Meeting of <u>I.</u>
Item should re	ead as follows:
awarded Febr warrants and	rige order to Contract 2003-063, Collection Services – Municipal Court, ruary 13, 2003, to impose a 30% collection fee on the defendant for arrest to vehicle owners for delinquent parking citations, as allowed by law. This effective September 1, 2004.
<u>Department:</u> <u>Districts:</u>	Municipal Court All
Contact perso	on: Monica Vera, Administrative Analyst at 541-4234.

AGENDA FOR: <u>JULY 7, 2004</u>

Agenda Item Form

Districts Affected: All **Dept. Head/Contact Information:** Byron Johnson, Director of Purchasing Type of Agenda Item: Resolution ☐ Staffing Table Changes ☐Board Appointments Tax Installment Agreements ☐Tax Refunds □ Donations Budget Transfer ⊠RFP/ BID/ Best Value Procurement ☐ Item Placed by Citizen Application for Facility Use ☐Bldg. Permits/Inspection ☐ Introduction of Ordinance ☐ Interlocal Agreements ☐ Contract/Lease Agreement Grant Application Other \_\_\_\_ **Funding Source:** General Fund Grant (duration of funds: \_\_\_\_ Months) ⊠Other Source: None Legal: ☐ Denied Attorney Assigned (please scroll down): None ☐ Approved Timeline Priority: ⊠High # of days:\_\_\_\_ Medium Low Why is this item necessary: To amend contract 2003-063 to impose a 30% collection feed on defendents. Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: There will be cost savings to the City since the will be responsible for the 30% collection fee. Statutory or Citizen Concerns: None **Departmental Concerns:** None

Agenda Date: JULY 7, 2004

DATE: June 29, 2004

TO: Municipal Clerk

FROM: Byron E. Johnson/Monica Vera

Purchasing Department - 4308-4234

Please place the following item on the CONSENT agenda for the Council meeting of July 7, 2004

Item should read as follows:

Request change order to Contract 2003-063, Collection Services – Municipal Court, awarded February 13, 2003, to impose a 30% collection fee on the defendant for arrest warrants and to vehicle owners for delinquent parking citations, as allowed by law. This change to be effective September 1, 2004.

Department: Municipal Court

Districts: All

#### PRESIDING JUDGE REGINA ARDITTI

JUDGES

MARIA RAMIREZ, COURT NO. 1

VACANT, COURT NO. 2

VACANT, COURT NO. 3

REGINA ARDITTI, COURT NO. 4

DANIEL ROBLEDO, COURT NO. 5

CARL HORKOWITZ, COURT NO. 5A

TOP SO

MUNICIPAL COURTS 810 E. OVERLAND EL PASO, TEXAS 79901-2560 (915) 546-2901

MUNICIPAL COURT CLERK RICHARDA DUFFY MOMSEN

TO: Mayor Wardy and City Representatives

FROM: Richarda Duffy Momsen, Municipal Clerk W'SUBJECT: Change Order for GC Services Collection Contract

DATE: July 1, 2004

Please be advised that a change order for the GC Services Collection Contract for Municipal Court's delinquent bonds, fines and fees will appear on the July 7, 2004 City Council Agenda. This change order is in response to <u>Article 10.0031 Texas Code of Criminal Procedures</u> which has been amended to allow the City to pass on the cost of collection efforts to scofflaws with delinquent citations. The statute specifies that the collection fee will be 30% of the delinquent amount owed to the City. Example, if a person owes \$150 on a delinquent traffic case, he would owe a total of \$195: \$150 fine/bond/fee, plus \$45 (30% of \$150) in collection fees.

Under the current conditions of the contract the City pays 13.9% in collection fees to GC Services for delinquent arrest warrants and for delinquent parking cases the City pays 9.9%. On the example traffic case of \$150, the City pays GC Services \$20.85. This is paid from the City's General Fund. The scofflaw pays no collection fee. The shift in payment of the collection fee from the City to the scofflaw will save the City an estimated \$400,000 to \$460,000 annually in expenditures. In FY03 we paid \$452,968 to GC Services in collection fees; this year we expect to pay about \$400,000.

The effective date of the change will be September 1, 2004. This will allow time for the City's contract software engineers, TSG, to make and verify programming changes with and between GC Services. It also will allow GC Services to alert the scofflaws to the additional cost they will be assuming as a consequence of their failure to respond to their case.

Cc: Jim Martinez, CAO
Lisa Elizondo, City Attorney
Al Avila, Assistant City Attorney
Adrian Ocegueda, Executive Assistant to the Mayor
Laura Uribarri, Executive Assistant to the Mayor

# CITY OF EL PASO PURCHASING CHANGE ORDER

DATE:	67/1/04		CHANGE ORD	ER NO.	1		
			BID NO.: 2003	s-063			
TO (Vendor):	GC Services		DEPT. ID#: PROJ/GRANT// FUND: ACCOUNT: PO NO.:	JSER:			
You are directed to i	make the following chang	ges in this Contract:					
Request change order to Contract 2003-063, Collection Services - Municipal Court awarded February 13, 2003, to impose a 30% collection fee on the defendant for arrest warrants and to vehicle owners for delinquent parking citations, as allowed by law. This change to be effective September 1, 2004. Also other changes as per attached document.							
		CHANGE	ORDER AMO	UNT :			
Original Contract Award  Net Change by previous Change Orders  Contract Sum prior to this Change Order  Contract Sum will be (increased) (decreased) (unchanged) by this Change Order  New Contract Sum, including this Change Order  Total Net Value of Change Orders To Date  n/a  n/a							
Effective Date: 1-Sep-04							
	Percentage (Not to exc	eed 25%)	n/a 				
CITY OF EL PASO TWO CIVIC CENTER EL PASO, TX-79901		CITY OF EL PASO CITY ATTORNEY'S OFFIC	CE	USER DEPART	MENT		VENDOR
	TION REQ'D: YES NO DATE APPROVED:	By: RithRay					
PURCHASING DEPA By:		Date: 7/1/04  By:	В	y Kelecha Dagy	n Many	ву:	

\*Subject to the Terms and Conditions of the City of El Paso Purchase Orders and any related bid specifications except as herein amended.

5

Except as herein amended, all terms and conditions of the Agreement between the City and GC Services dated February 13, 2003, shall remain in full force and effect.

# SECTION A SCHEDULE OF ITEMS SERVICES COLLECTION SERVICES - MUNICIPAL COURT

**BID NUMBER: 2003-063** 

**BID OPENING DATE: January 15, 2003** 

NOTE:

THE SERVICES RENDERED UNDER THE TERMS OF THIS CONTRACT SHAI CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION B.

The City of El Paso is seeking an agency, which utilizes the most modern technological and managerial methods to perform collection services for the Municipal Court.

THE TERM OF THIS CONTRACT SHALL BE FOR FIVE (5) YEARS.

NOTE 1: ALL SERVICES AND ITEMS DELIVERED SHALL COMPLY WITH THE SPECIFICATIONS SET FORTH IN SECTION B.

ITEM No.	ITEM DESCRIPTION DESCRIPTION	MINIMUM RECOVERY <u>RATE</u>	COLLECTION RATE	FEE -	NET BAC	K —
1.	Traffic/Class C Warrants U.S. Residents	52.5 % No Less Than 20%	30	_% =_	36.75	%
2.	Traffic/Class C Commitments: U.S. Residents	52.5 % No Less Than 20%	30	_% =_	36.75	%
3.	Traffic/Class C Warrants Non-U.S. Residents	20.0 % NO MINIMUM RATE	30	_0% =_	14.00	%
4.	Traffic/Class C Commitments Non-U.S. Residents	20.0 % NO MINIMUM RATE	30	_% =_	14.00	%
5.	Delinquent Parking Citations Texas Residents	36.0 % No Less Than 15%	30	_0/0 =_	25.20	%
6.	Delinquent Parking Citations New Mexico Residents	55.0 % No Less Than 12%	30	_% =_	38.50	%

• Minimum Recovery Rate x (1-Collection Fee Rate) = Net Back Rate

COMPANY NAME GC Services Limited Partnership SECTION A PG 1

**NOTE 2:** CONTRACT SURETY REQUIREMENT (BID BOND)

All bids must be accompanied by Cashier's Check or Bid Bond in the amount equal to five thousand dollars (\$5,000.00) which will be returned to unsuccessful bidders, upon the award of a contract, and to the successful bidder on receipt of the Performance Bond, when required. If the City of El Paso is now in possession of a bid deposit on any other pending bid(s), it will <u>not</u> be allowable as bid deposit on this requirement. No personal checks, company checks, money orders or cash will be accepted.

**NOTE:** Bid surety will be returned on receipt by the City, of the performance bonds described in the Specifications [Section B.]

#### **NOTE 3.** FIDELITY BOND

The contractor will furnish the City a fidelity bond in an amount at least equal to fifty thousand dollars (\$50,000.00) to indemnify the City against loss arising from lack of honesty, integrity or fidelity of an employee or other person holding a position of trust.

#### NOTE 4. CONTRACT SURETY REQUIREMENTS (PERFORMANCE BONDS):

Action against either of the bonds will be in conjunction with and in accordance to the City's own termination provisions.

The contractor will furnish the City a Performance Bond in an amount at least equal to fifty thousand dollars (\$50,000.00) as security for the faithful performance of this contract. Performance bonds will be in the form of a bond executed by a surety company authorized by the Texas Insurance Commission. The collection agency guarantees it will meet or exceed liquidation rates bid based on the entire previous twelve (12) month average. The liquidation rate will be calculated by dividing the placements collected by the placements received from Municipal Court. Verification of promised liquidation performance will occur monthly after the first year and thereafter for the duration of the contract. Failure to provide the promised performance may be cause to terminate the contract and take all or part of the performance bond as damages.

Collection Commitment: The minimum Recovery Rates required of the contractor under this contract are identified above in Section A -Schedule of Items Services. After the first twelve month period of the contract, and upon each successive twelve month period thereafter, the City will analyze the agency's minimum recovery rate for the previous twelve months of performance under the contract in order to determine if the agency has complied with the minimum recovery rate percentage as identified and required by the contract. If the Agency's recovery rate for said period is less than the amount required by the contract, the Agency shall pay a penalty to the City. For each percentage point less than the required amount, the Agency shall owe to the City a penalty of \$ 10,000 up to a maximum penalty of \$ 100,000 during the initial term of this Contract.

#### **NOTE 5.** SURETY COMPANY.

A surety company acceptable to the City will be licensed in the State of Texas and will have been in business with a record of successful continuous operation for at least five (5) years in the State of Texas. The surety company will not expose itself to any loss, on any one risk in an amount exceeding ten percent (10%) of its surplus, to policy holders, provided any risk, or portion of any risk, will have been reinsured and such reinsurance will be deducted in determining the limitation of applicable risk.

COMPANY NAME	SECTION A PG 2

#### **NOTE 6.** ADDITIONAL OR SUBSTITUTE BOND

If at any time the City, for justifiable cause, will be or become dissatisfied with any Surety or Sureties upon the Performance bond, the Contractor will within five (5) consecutive calendar days after notice from the City to do so, substitute as acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the City. The premiums on such bond (or bonds) will be paid by the Contractor.

No further payments will be deemed due nor will be made until the new Surety or Sureties will have furnished such acceptable bond to the City.

**NOTE 7.** Late Payment fees will incur at the State of Texas statutory rate.

**NOTE 8.** Subsequent to receipt of a notice of award, contractor must furnish the bonds required. The City shall issue a notice to proceed after receipt and approval of the performance bond.

COMPANY NAME	SECTION A PG 3

00/05/0000/05/0000/40/0000/40/0005/00/00 4.44 DB#5/04 DB#40/02 ###0/40 ###44/07 ###

# SECTION B SPECIFICATIONS

#### COLLECTION SERVICES - MUNICIPAL COURT

THE CITY OF EL PASO IS SEEKING COMPETITIVE SEALED PROPOSALS FOR COLLECTION SERVICES ACCORDING TO THE PROVISIONS, SPECIFICATIONS AND PROPOSAL INSTRUCTIONS SET FORTH IN THIS REQUEST FOR PROPOSALS.

# 1. MINIMUM SPECIFICATIONS:

The specifications listed are to be interpreted as meaning the minimum required by the City. Offeror commits to provide services that are consistent with the City's specifications in every regard unless an exception is clearly noted. The City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications. If the services offered do not meet or exceed the City's specifications because of the exception, the City will consider the proposal non-responsive. [R 8/29/97]

# 2. BACKGROUND AND OVERVIEW

#### A. BACKGROUND

The Municipal Court's delinquent fines and fees are broken down into two categories; moving and Class C Warrants and delinquent parking citations.

The City of El Paso does have a program to "boot" vehicles with **3 delinquent parking citations**. Vehicles with three delinquent parking citations are eligible for a boot or impound. The City does boot and impound where the vehicle is located. No such thing as a parking "warrant". Parking violations are a civil matter.

The City has been collecting under this type of contract for the last eight (8) years.

The following tables reflect current annual values and statistics for Municipal Courts. Actual amounts vary from day to day.

TYPE DOLI	AR VALUE	NUMBER			
As of Sept 20	, 2002:				
Moving Class	s "C" Warrants	136,411	\$22,522,814.00		
Average War	rant		\$165.00		
Total Delinqu (Estimated cit Breakdown:	ent Parking Citations (ations )	340,087	\$24,964,246.00		
	Estimated Texas plates – 66% Estimated New Mexico plates –11% Estimated Mexico plates – 19% Other – 4%	224,457 37,410 64,617 13,603	\$16,478,402.00 \$2,746,067.00 \$4,743,206.00 \$998,569.00		

SECTION B PG 1

00/05/0000/05/0000/A 0/0000/A 0/0005/00/00 4, 44 | D885/04 | D8840/02 | A880/40 | A8844/07 | A8

Average Citation \$73.00

#### For additional information see Insert on next page

#### B. OVERVIEW

The City and Municipal Court are committed to improving the consistency of justice by ensuring compliance with Court Orders. By enhancing its collection rate through implementation of a collections program to locate individuals who default on either civil or criminal financial obligations, the Court will send a clear message that a judicial order involving any financial obligation cannot be ignored. The City of El Paso desires to collect all outstanding delinquent fines and fees possible. The City may require new delinquent citations to be placed for collection. The City reserves the right to implement various programs throughout the year, such as "Amnesty Week" to attempt to decrease the amount of the delinquent citations.

#### 3. OBJECTIVES

The City of El Paso proposes to establish a five (5) year contract with a collection agency to perform collection services for the referred accounts in any or all categories listed above in Section A, Schedule of Items Services. The services to be performed will include the following:

- develop a process to utilize the most modern technological and managerial methods to collect the maximum amount of delinquent funds owed the El Paso Municipal Court,
- provide accurate reports,
- maintain historical and transactional databases which are timely, accurate and auditable,
- and maintain professional standards for customer service.

#### 4. GENERAL REQUIREMENTS

- A. The Agency shall perform all services as described herein unless the bidder can explain in detail that the deviation would be of material benefit to the City and provide service at least equal to that specified. All work performed shall be conducted according to applicable revisions of the Texas and Federal Fair Debt Collection Practices Acts. If credit information is required to be provided to any credit bureaus, it will be the responsibility of the Agency (not the City) to update said reports and make all corrections. No action relating to any credit bureau may be taken without express written approval by the City of El Paso.
- B. The Agency shall make all arrangements necessary to establish and maintain computer hardware and software that accepts and accommodates data on all the City accounts.
- C. The Agency and the City shall mutually establish routine written procedures, within the scope of these specifications, for handling the services described herein. Such procedures are subject to the City's approval.
- D. The collection agency shall be licensed and bonded as necessary to collect fines in all 50 states in the United States.

SECTION B PG 2

- E. The collection agency shall maintain a 1-800 phone number for customer service, operating from 8:00 a.m. to 5:00 p.m. (MST) and print the 1-800 number on all correspondence to defendants /vehicle owners. The collection agency must staff the 1-800 number with bilingual (English/Spanish) customer service representatives, a minimum of one bilingual operator on duty during business hours. The customer service operators shall direct defendants/vehicle owners to Municipal Court for a detailed analysis of case activity.
- F. The agency shall assign bilingual (English/Spanish) telephone collectors to the City of El Paso's Municipal Court account so as to communicate effectively with the defendants/ vehicle owners who speak only Spanish.
- G. The agency shall meet quarterly, at a minimum, with Court staff and <u>as requested</u> to discuss all services provided under the contract. The meetings may be in person or by teleconference.
- H. The agency shall provide for immediate telephone contact with a designated company representative responsible for the Municipal Court account during business hours, 8:00 a.m. to 5:00 p.m. (MST). A maximum of one hour turn-around time for response to City inquires will be required.
- I. The agency shall instruct all clients to submit their payments directly to the City of El Paso at addresses provided by the City. The agency shall take **no** direct payments.
- J. The agency must have sufficient financial capacity, working capital and other financial and management resources to perform the contract.
- K. The agency's MIS department shall be responsive to directives of the agency representative assigned to manage the Court's account. The agency's MIS division shall conform to the reporting requirements of the City of El Paso Municipal Court and shall coordinate with the City of El Paso's contract software engineers (currently The Software Group of Plano, Texas) and the City of El Paso's Information Technology Department on the transfer of data. Specific data requirements are listed below. Inquiries from the City of El Paso to the agency's MIS division shall be answered within one hour of the inquiry.
- L. The agency shall be responsible for maintaining an accurate and timely historical and transactional data base on their El Paso Municipal Court records.
- M. The agency shall maintain records of work performed as detailed in Notification Requirements below and such records shall be available to the City of El Paso for audit purposes whenever requested by the City.
- N. In the bid, the agency must identify any subcontractor and how that subcontractor will be used. Any subcontracting will be reviewed to determine the responsibility of the bidder.
- O. The Agency shall provide service compatible with the Agency's standard work week.
- P. In its bid package the Agency shall clearly define the amount and type of training provided to Municipal Court and City staff.

**SECTION B PG 3** 

## 5. PLACEMENT CRITERIA

- A. Traffic & Class "C" Warrants/Commitment Warrants for U. S. Residents
  - 1. The City of El Paso will place with the agency traffic and Class "C" warrants, commitment warrants, and delinquent parking citations issued to defendants who have provided an address in the United States as their residence.
  - 2. Placement will be made 60 days after the activation of the warrant or commitment, or parking delinquency. Placement of electronic data shall be sent by File Transfer Protocol from a mainframe/enterprise server on a weekly basis. Contractor shall acknowledge receipt of the electronic data from the City upon receipt of data.
  - 3. For commitment warrants, as well as for the corresponding \$50.00 dollar warrant fee which is imposed after conviction, the defendant will be required to pay the collection fee.
  - 4. The amount which the defendant will be required to pay as a collection fee for commitment warrants, and for the corresponding warrant fee, will be 30%, as provided by Article 103.0031 of the Texas Code Criminal Procedure.
  - 5. For Traffic & Class "C" warrants, as well as for delinquent parking citations, the amount which the defendant will be required to pay as a collection fee will be 30%, as provided by Article 103.0031 of the Texas Code Criminal Procedure.
- B. Traffic & Class "C" Warrants/Commitment Warrants/ and Delinquent Parking Citations for Residents of Mexico:
  - 1. The City of El Paso will permit the agency to decide whether or not to accept placement of traffic and Class "C" warrants, commitment warrants, and parking citations for defendants who have provided an address in Mexico as their residence.
  - 2. If accepted for placement, placement will be made 60 days after activation of the warrant/commitment, or parking delinquency. The Agency will notify the City, as part of its BVP response, if the agency will be accepting placement of these delinquent citations.
  - 3. If accepted for placement, the notification requirements as specified in "Notification Requirements" below, will apply.
- C. Parking Citations issued to Texas License Plates:
  - 1. The City of El Paso will place with the agency delinquent parking citations, which are issued to Texas plates and for which the Texas Department of Public Transportation provides registration information to the City of El Paso. The City of El Paso receives registration information only on those delinquent parking citations issued against license plates registered in Texas.
  - 2. Placement will be made by the City of El Paso to the agency 60 days after the citation becomes delinquent. Placement of electronic data shall be sent by File Transfer Protocol from a

#### D. Parking Citations issued to New Mexico Plates

- 1. The City of El Paso will permit the agency to decide whether or not to accept placement of delinquent parking citations issued to New Mexico license plates. It will be the responsibility of the agency to enter into a contract with the New Mexico Motor Vehicle Division for registration information and to pay all costs of the contract.
- 2. The agency will forward all registration information received from the New Mexico MVD to El Paso Municipal Court via e-mail for electronic update of the court's citation files.
- 3. Placement will be made 60 days after payment for the citation is past due.

#### 6. EXCLUDED FROM PAYMENT OF COLLECTION FEE

- A. The Collection Agency will not waive a collection fee to the collection agency for warrants/commitments which are paid to secure a defendant's release from the custody of the El Paso Police Dept. officers or other law enforcement officers, unless the Defendant is credited with serving time, is found indigent, or if the Defendant is subsequently found not guilty or the case is dismissed.
- B. The Collection Agency will waive a collection fee to the collection agency for delinquent parking citations which are paid to release a vehicle which is in the immediate process of being booted or impounded or which has been booted or impounded by the El Paso Police Dept. The City will pay no collection fee for delinquent parking citations which are paid by an individual escorted by the El Paso Police Department or other law enforcement officer due to delinquent parking citations.
- C. The Collection Agency will waive a collection fee to the collection agency for citations which are paid during an amnesty period declared by the City of El Paso. The City has held one-week long amnesty periods three times: once in 1992, once in 1994, and once in 1997.
- D. The Collection Agency will not receive a collection fee to the collection agency on citations for which the agency has not performed the minimum notification requirements as detailed in "Notification Requirements" below.
- E. The Collection Agency will receive collection fees **contingent** upon actual collections. No up-front money will be paid to the agency.
- F. The City of El Paso will recall from placement with the agency warrants /commitments which are withdrawn by the El Paso Municipal Court Judges. This typically occurs in response to motions submitted to the Court by the defendant/attorney for warrant recall and in response to the discovery of clerical or trial notification errors which caused the warrant/commitment to be issued.
- G. The Collection Agency will not receive a collection fee relating to citations where the Municipal Court has determined that a Defendant is indigent, or has insufficient income and resources or is otherwise unable to pay all or part of the citation amount. Any collection cost assigned to the delinquent citation will be considered as a court cost which has been discharged through this process.

H. The Collection Agency will not receive a collection fee relating to citations where the citation amount and collection fee have been discharged as a result of the Defendant's community service or jail time served. Any collection cost assigned to the delinquent citation will be considered as a court cost which has been discharged through this process.

SECTION B PG 5

# 7. <u>PAYMENT REQUIREMENTS</u>

- A. The agency shall instruct all clients to submit their payments directly to the City of El Paso at addresses provided by the City. The agency shall receive **no** direct payments.
- B. The agency will be responsible for contacting the sender of monies when payment is sent in error to them.
- C. The agency shall instruct all clients that the City of El Paso will accept <u>only</u> payment in full. No partial payments will be accepted for warrant cases. Partial payments will be accepted for delinquent parking citations.
- D. The agency shall instruct all clients that the City of El Paso will accept as payment: personal checks (unless record of an insufficient funds check is on file with the Court), cash, money orders, credit cards (Visa, Master Card, Discover) and certified cashier's checks.
- E. The agency shall be responsible for collecting on all non-sufficient funds checks received on accounts placed with the agency.
- F. The agency shall update account records from information received from the City of El Paso. Payment information will be provided by the City, e.g., if someone claims to have paid the City but the City records do not reflect payment, the account must show it is delinquent. Conversely, if the City shows payment of the account, the agency immediately must correct its records and cease all collection efforts <u>immediately</u> upon notification by the City.
- G. The Agency shall be able to assure the security and safety of all City of El Paso, Texas files, documents, computer files, etc.
- H. The Agency shall maintain accurate records of any collection efforts.
- I. The Agency shall include all citation numbers for which collection efforts are being made in all correspondence, e.g. If a notice is sent to a vehicle owner for seven citations, all seven citations numbers must be included on the notice. If a defendant is sent a notice for three arrest warrants, the citation numbers of all three warrants must be included on the notice.
- J. The Agency must provide for immediate telephone contact with a company representative responsible for the Municipal Court's account during Court business hours, 8:00 a.m.-5:00 p.m., M.S.T. A maximum of one hour turnaround time for responses to the Court's inquiries will be required.
- K. All transaction costs incurred as a result of collecting accounts are the sole responsibility of the Agency.
- L. The Municipal Court will remit collection fees to the agency by the last business day of the month following the collection activity or as submitted in the Agency's proposal and as agreed upon by contract. Any discrepancy between Agency and the City records relating to collection fees

owed to the Agency shall be set aside until a full review and resolution can be determined.

#### SECTION B PG 6

M. Once the City implements payment by Voice Activated response or by Internet, the Collection Agency will inform defendants and vehicle owners of that payment option.

# 8. SPREADSHEET REPORTING REQUIREMENT: UPON DEMAND

Upon demand, the collection agency shall submit to the El Paso Municipal Court a spreadsheet detailing the previous month's collection efforts, within ten business (10) days of such request. The spreadsheet shall contain the following information on all active placements.

Citation #	Date of 1st Letter	Date of 2nd Letter	Date of 3rd Letter	Date of 1st Phone Call	Date of 2nd Phone Call	Date Paid in Full
12345	d/m/y	d/m/y	d/m/y	d/m/y	d/m/y	d/m/y

At the bottom of the spreadsheet a tally shall be made for each of the categories above:

- # of 1st letters sent
- # of 2nd letters sent
- # of 3rd letters sent
- # of 1st phone calls made
- # of 2nd phone calls made
- # of Citations Paid in Full

# Spreadsheet Report Requirements-Monthly

10 days from the end of each month, the collection agency shall submit to the City of El Paso a separate spreadsheet showing both parking citations and traffic/class C warrants and containing the following information:

- # of citations placed in that month and their \$ amount
- # of citations paid in that month and their \$ amount
- # of citations cancelled and their \$ amount
- # of citations cancelled by the City (non-payments) and their \$ amount
- % of collections from adjusted placements (adjusted for clericalled citations)
- \$ commission paid by City of El Paso
- # of current active placements and their \$ figure

# 9. REQUIREMENTS FOR TRANSFER OF DATA

- A. The agency shall conform to the City of El Paso Municipal Court's data formatting, transfer of data, and schedule of data transfer. The City of El Paso will not conform to the MIS needs of the agency.
- B. The agency must be equipped to receive and return data by File Transfer Protocol from a mainframe/enterprise server.

- C. The agency shall provide a direct telephone # to its internal MIS division and a contact name for the resolution of technical problems. Turnaround time for the City's inquires shall be one hour SECTION B PG 7
  - during the Court's business hours, 8:00 a.m. to 5:00 p.m. (MST)
- D. The agency shall begin processing data sent from the City of El Paso within 45 days of award of the bid.

## 10. **COLLECTION AGENCY/PROGRAMS**

- Placement/Overlay File: The file is run on a weekly basis and transmitted by File Transfer Protocol. This file places new accounts and sends any updates and corrections on accounts placed previously. The Agency shall, upon receipt of the file, send an electronic acknowledgement of receipt, including number of records and amounts received.
- Payment File: The file is run on a weekly basis and transmitted by File Transfer Protocol. This file lists all payments received during the previous week on accounts. The Agency shall, upon receipt of the file, send an electronic acknowledgement of receipt, including number of records and amounts received.
- Recap File: The file is run on a monthly basis, on the first of the following month. This file is a recap of all payments received during the prior month. The file is transmitted by File Transfer Protocol and a hard-copy is mailed to the Agency. The Agency shall, upon receipt of the file, send an electronic acknowledgement of receipt, including number of records and amounts received.
- Cancellation File: The file is transmitted by the Agency by File Transfer Protocol. The file is a list of all accounts deemed uncollectable.

# 11. REQUIREMENTS FOR NOTIFICATION TO DEFENDANTS

- A. The agency shall submit all demand-letter templates or formats which will be mailed to defendants, and vehicle owners, to the City of El Paso (Presiding Judge and Municipal Court Clerk) for review and approval prior to mailing. In order to ensure consistency, all correspondence shall be formatted uniformly.
- B. The agency shall include the applicable citation numbers on all correspondence mailed to defendants and vehicle owners, identifying the case(s) against which the fine is outstanding. Multiple citations must be listed individually.
- C. All correspondence shall be in English and Spanish on the front page of the single letter. Both languages shall convey an identical message. Both versions shall be subject to the review and approval of the City of El Paso.
- D. The agency shall cease immediately any telephone or mail tactics to which the City of El Paso objects. The agency shall respond in writing within 24 hours to the City's objection. The response shall document the cessation of the tactic.
- E. Once the agency has been informed by the City of El Paso, electronically or by telephone, that payment in full has been received on the citations(s), the agency shall terminate all collection efforts immediately.

F. The agency shall adhere, at a minimum, to the notification requirements and schedule detailed below. Additional collection efforts may augment these minimum requirements as the agency SECTION B PG 8

deems necessary.

# 12. MINIMUM NOTIFICATION REQUIREMENTS

Full payment received prior to completion of the notification schedule will terminate further collection efforts.

- I. Notation Schedule for Warrants/Commitments/U.S. Residents:
  - a. The agency shall prepare and mail a series of three collection letters to defendants: the initial letter, a follow-up letter and a second follow-up letter. The tone of the language in the letters will increase in severity over the previous letter. Each is subject to approval by the City of El Paso.
  - b. Letter Mailing Schedule

1st letter: Must be mailed between 5 and 12 days after placement.
2nd letter: Must be mailed between 21 and 33 days after placement.
3rd letter: Must be mailed between 47 and 54 days after placement.

c. Phone Contacts

Two phone calls must be made on all citations issued to defendants with U.S. addresses where a phone number is included in the citation information.

d. Schedule of Phone Contacts

1st call: Between 30 and 49 days after placement. 2nd call: Between 56 and 70 days after placement.

- II. Notification Schedule for Delinquent Parking/Texas Plates
  - a. Letters only are required, (no phone numbers included in registration information) bi-lingual (English/Spanish); approved by City.
  - b. Letter Mailing Schedule:

1st Letter: Must be mailed between 5 and 12 days after placement.
2nd Letter: Must be mailed between 26 and 33 days after placement.

- III. Notification Schedule for Warrants/Commitments/Mexico Residents:
  - a. No phone contacts will be required.
  - b. Letter Mailing Schedule:

1st Letter: Must be mailed between 14 and 21 days after placement.
2nd Letter: Must be mailed between 33 and 47 days after placement.
3rd Letter: Must be mailed between 54 and 70 days after placement.

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#### IV. Notification Schedule for Delinquent Parking/New Mexico Plates:

a. No phone contacts required.

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b. Letters Mailing Schedule:

1st Letter: Must be mailed between 5 and 12 days after receipt of registration information from

NMDMV.

2nd Letter: Must be mailed between 26 and 33days after receipt of registration information from

NMDMV.

#### 13. Deleted

#### 14. <u>IMPLEMENTATION</u>

The Agency shall meet with representatives of the City within ten days after the contract award to develop specific procedures, report designs, and notices to clients. After receipt of accounts, the notice of account referral shall be mailed to the clients no more than 45 days later, unless a delayed schedule is authorized by the City.

- A. The Court will perform audits to ensure that all accounts are accurately reported and maintained.
- B. The Agency shall maintain programmatic records and reports in accordance with the contract entered into as a result of this **BID**. The Agency's accounts shall be kept in accordance with generally accepted accounting principles. Accurate accounting is required for all financial reporting. The Agency shall retain all books, records, and other relevant documents for a minimum of five years after contract expiration.

NOTE: ALL QUESTIONS REGARDING THE SPECIFICATIONS MUST BE RESOLVED PRIOR TO BID OPENING. IF YOU NEED CLARIFICATION OF THE SPECIFICATIONS, PRESENT THESE QUESTIONS OR RECOMMENDATIONS, IN WRITING, TO THE CITY OF EL PASO, PURCHASING DEPARTMENT BY JANUARY 8, 2003.

NOTE: This is a 60 month contract. Any award made under this solicitation shall be made to the bidder(s) that provides services, other then professional services as defined by Section 2254.002 of the Government Code, at the best value for the City

- \* CAUTION TO BIDDERS: The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City and the City will not be responsible for locating or securing information not included in the bid. Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection.
- \* Please provide as a separate submittal the below requested information. There is no page limit for this part.
- \* In conducting the Best Value assessment, the City may use data provided by the Bidder and data obtained from other sources; and while the City may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the Bidder.